

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES									
						1 5									
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
0616		See Block 16C		21EM001033											
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE									
		893040				00603									
Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352				Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.											
Washington River Protection Solutions LLC Attn: JASON DOMBROWSKI C/O Amentum 20501 SENECA MEADOWS PKWY STE 300 GERMANTOWN MD 208767019				(x)											
				9B. DATED (SEE ITEM 11)											
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800											
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)											
806500521				05/29/2008											
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$99,857,000.00									
See Schedule															
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td style="text-align: center;">X</td> <td>D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Bilateral - Mutual Agreement of the Parties and FAR 52.232-22 Limitation of Funds</td> </tr> </table>								CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Bilateral - Mutual Agreement of the Parties and FAR 52.232-22 Limitation of Funds
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X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Bilateral - Mutual Agreement of the Parties and FAR 52.232-22 Limitation of Funds														
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.															
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> The purpose of this bilateral modification is to: (1) obligate incremental funds to the contract and update Section B; (2) incorporate the fiscal year (FY) 2021 Performance Evaluation and Measurement Plan (PEMP), Revision 1 into contract Section J, Attachment J.4 and on the B.4-1 Table; and (3) update FY 2020 available fee on the B.4-1 Table to reflect the amount in FY 2020 PEMP, Revision 3.															
Further details regarding this modification can be found in the continuation pages.															
FOB: Destination															
Period of Performance: 06/20/2008 to 09/30/2021															
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)											
				Shelby N. Schuller											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED									
Mills, Laura A		Digitally signed by Mills, Laura A Date: 2021.03.31 13:38:02 -07'00'		Shelby N. Schuller 2021.03.31		14:10:10 -07'00'									
(Signature of person authorized to sign)				(Signature of Contracting Officer)											
Previous edition unusable															

**Continuation of Block 14. Description of Amendment/Modification**

1. The total obligated funds on the contract are increased by \$99,857,000.00, from \$7,769,896,627.85 to \$7,869,753,627.85. Funds for this modification are provided under purchase requisition number 21EM001033. The below table provides accounting and appropriation data associated with the obligation of incremental funds as a result of this modification

	Fund	Appr. Year	Allottee	Reporting Entity	Object Class	Program	Project	WFO	Local Use Code	Funded Amount
Base Operations	01250	2021	34	421301	25422	1110909	0001481	0000000	0000000	\$ 69,900,000.00
Capital Equipment	01250	2021	34	421301	31002	1110909	0001481	0000000	0000000	\$ 6,000,000.00
GPP ETF Load-In Expansion	01250	2021	34	421301	32002	1110909	0001481	0000000	0427267	\$ 600,000.00
GPP ETF Acetonitrile	01250	2021	34	421301	32002	1110909	0001481	0000000	0427264	\$ 1,000,000.00
GPP 222-S Office Complex	01250	2021	34	421301	32002	1110909	0001481	0000000	0427268	\$ 2,000,000.00
GPP Multi-Craft Maintenance Facility	01250	2021	34	421301	32002	1110909	0001481	0000000	0427254	\$ 500,000.00
ORP-0070 Funding	01250	2021	34	421301	25422	1111669	0004625	0000000	0000000	\$ 19,857,000.00

2. Incorporate fiscal year (FY) 2021 Performance Evaluation and Measurement Plan (PEMP), Revision 1. As such, this modification replaces the FY 2021 PEMP in Section J, Attachment J.4, in its entirety and updates the B.4-1 Table to reflect the fee available.
3. Update FY 2020 available fee on the B.4-1 Table to reflect the amount in FY 2020 PEMP, Revision 3, dated September 22, 2020. The available fee amount will be reduced by \$5,700,000, from \$50,700,000 to \$45,000,000.
4. Contract Section B, Table B.4-1, is changed as follows to reflect the changes in available fee for FYs 2020 and 2021 PEMP:

FROM:

Table B.4-1 Contract Cost and Contract Fee

CLIN	Sub-CLIN	Auth	Transition FY 2008	Base Period FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Option Period 1					Option Period 2		Extension		Total	Contract Total		
									Total	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total	FY 2019	FY 2020			FY 2021	
CLIN 1 Base Operations	1.1	A	5,494,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,494,000.00	
	1.2.1	A	0	108,317,507	139,692,524	139,692,269	175,674,563	0	684,011,765	215,300,000	282,726,597	283,790,242	711,809,614	300,790,790	289,412,124	680,211,934	327,396,198	318,206,121	947,883,119	947,883,119	
	1.2.2	A	0	29,592,466	33,261,789	44,176,025	44,686,446	0	182,202,226	49,534,502	61,160,170	70,175,028	180,861,156	83,840,831	74,861,020	158,711,651	94,530,861	95,716,466	80,535,253	270,084,016	
CLIN 2 CLIN 2 S&T	1.3	A	0	15,551,270	19,732,180	23,312,426	23,312,146	0	107,823,247	31,337,552	28,392,863	36,917,462	96,697,176	33,830,831	37,130,176	70,969,108	37,696,024	37,696,024	4,543,933	79,801,016	79,801,016
	2.1	A	0	57,403,098	72,752,911	75,625,974	84,269,755	94,642,864	384,722,172	54,467,762	58,938,244	56,961,104	167,989,102	111,761,015	72,843,768	184,634,862	107,483,036	104,962,593	63,589,172	292,083,144	292,083,144
	2.2	A	0	1,365,657	2,267,723	3,265,018	381,068	517,554	7,913,886	2,569,047	5,839,368	4,547,659	13,380,892	8,340,658	3,455,696	11,798,594	6,098,118	4,989,802	3,093,126	14,038,963	14,038,963
CLIN 3 WFP	3.1	A	0	7,975,660	17,468,658	26,512,678	30,093,261	27,544,642	100,019,786	37,476,225	20,697,226	28,657,162	81,837,865	42,284,184	47,726,256	87,464,936	57,665,656	56,950,553	76,622,778	192,471,435	192,471,435
	3.2	A	0	3,945,903	2,332,028	3,945,903	2,332,028	2,332,028	10,543,826	3,820,990	3,862,261	3,862,261	26,893,142	5,527,165	6,246,400	11,778,652	6,346,807	6,346,807	3,121,668	18,158,674	18,158,674
	3.3	A	0	869,000	3,692,462	2,535,361	4,212,066	300,000	10,483,934	3,820,990	3,862,261	3,862,261	26,893,142	5,527,165	6,246,400	11,778,652	6,346,807	6,346,807	3,121,668	18,820,974	18,820,974
CLIN 4 Supplemental Treatment	4.1	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4.2	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4.3	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CLIN 5 Early Care & Operation of the WFLAW	5.1	A	0	2,412	0	0	0	0	47,688	702,630	10,326,066	35,590,887	792,630	45,588,875	28,633,645	78,423,652	20,632,032	42,560,733	22,668,172	86,311,441	86,311,441
	5.2	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5.3	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CLIN 6 CLIN 6 Pension & Welfare Plan	6.1	A	0	14,203,459	19,021,014	19,942,123	23,921,095	26,809,566	100,291,259	32,641,003	37,424,169	36,423,741	109,851,113	42,260,792	36,151,594	76,441,372	36,152,024	36,879,817	37,129,444	112,861,423	112,861,423
	6.2	A	0	310,787,683	462,648,115	415,007,895	404,025,000	525,047,701	2,144,013,396	558,119,224	684,461,047	885,593,134	1,901,930,917	743,566,182	682,185,260	1,431,758,453	779,631,512	786,334,663	689,180,242	2,295,346,972	2,295,346,972
	Contract Cost Available Fee	Contract Fee	14,902,548	21,704,882	19,869,711	21,142,750	24,520,804	102,174,694	25,073,162	30,000,000	45,890,020	100,963,116	44,640,000	51,323,000	91,915,473	41,000,000	50,700,000	57,321,664	146,733,725	146,733,725	146,733,725
CLIN 7 American Recovery and Reinvestment Act (ARRA)	7.1	A	0	18,542,771	82,698,778	87,820,906	0	0	189,000,455	0	0	0	189,000,455	0	0	0	0	0	0	0	0
	7.2	A	0	2,444,542	15,043,442	17,362,771	0	0	34,876,884	0	0	0	34,876,884	0	0	0	0	0	0	0	0
	7.3	A	0	3,569,231	20,987,000	26,595,662	0	0	58,977,226	0	0	0	58,977,226	0	0	0	0	0	0	0	0
CLIN 8 CLIN 8 Contract Closed	8.1	A	0	820,051	2,590,284	4,272,891	0	0	8,653,026	0	0	0	8,653,026	0	0	0	0	0	0	0	0
	8.2	A	0	0	0	0	0	0	18,888,826	0	0	0	18,888,826	0	0	0	0	0	0	0	0
	8.3	A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ARRA & Contract Closed	Contract Cost Available Fee	Contract Fee	29,406,695	129,468,075	148,795,577	0	0	0	301,520,347	0	0	0	301,520,347	0	0	0	0	0	0	0	0
	ARRA & Contract Closed	Contract Fee	2,893,000	11,100,000	9,300,000	0	0	0	323,862,347	0	0	0	323,862,347	0	0	0	0	0	0	0	0
	Sub-Total	Sub-Total	336,134,379	562,056,190	591,107,442	440,025,000	525,047,701	2,445,907,142	558,119,224	684,461,047	885,593,134	1,901,930,917	743,566,182	682,185,260	1,431,758,453	779,631,512	786,334,663	689,180,242	2,295,346,972	2,295,346,972	
Contract Total	Contract Cost Available Fee	Contract Fee	17,755,548	32,884,882	28,208,771	21,142,750	24,520,804	102,174,694	25,073,162	30,000,000	45,890,020	100,963,116	44,640,000	51,323,000	91,915,473	41,000,000	50,700,000	57,321,664	146,733,725	146,733,725	
	Contract Cost Available Fee	Contract Fee	353,846,595	614,941,072	589,916,153	462,067,786	548,572,505	2,270,477,436	558,192,420	678,461,047	730,940,662	2,002,594,176	794,268,182	733,516,260	1,523,679,486	820,851,123	837,034,663	689,180,242	2,402,080,977	2,402,080,977	
	Total	Total	5,494,000	8,186,433,672.28	8,504,295,412.26	8,046,162,233.19	8,208,771,481.11	8,441,786,185.11	8,641,786,185.11	8,841,786,185.11	9,041,786,185.11	9,241,786,185.11	9,441,786,185.11	9,641,786,185.11	9,841,786,185.11	10,041,786,185.11	10,241,786,185.11	10,441,786,185.11	10,641,786,185.11	10,841,786,185.11	11,041,786,185.11

Option Period 2, FY18, and FY19 Available Fee values represent the current negotiated Fee value of all contract change actions including defined changes for these time periods. Currently the FY17, FY18, and FY19 Available Fee value (as defined by TOC B.4) represents the FEIMP value for each corresponding Fiscal Year. Option Period 2 and FY19 Extension Total Available Fee columns represent the fee amounts negotiated. Once definitions are complete, the necessary adjustments will be made to the B.4 table will be updated accordingly.

TO:

Table B.4-1 Contract Cost and Contract Fee

CLIN	Sub-CLIN	Auth	Transition	Base Period				Option Period 1				Option Period 2				Extension				Contract Totals
				FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total	FY 2014	FY 2015	FY 2016	Total	FY 2017	FY 2018	Total	FY 2019	FY 2020	
CLIN 1 Base Operations	1.1	A	5,404,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,404,000.00	
	1.2.1	A	0.00	108,317,530.70	130,557,812.26	139,089,524.15	138,562,203.25	175,874,382.63	684,011,744.06	215,583,044.91	253,782,262.42	253,782,262.42	300,787,790.63	289,412,124.61	327,396,188.10	312,220,085.51	318,200,121.78	957,680,313.95	2,983,983,623.59	
	1.2.2	A	0.00	25,596,086.00	33,281,798.08	33,047,881.01	44,176,624.67	44,088,447.81	182,300,220.46	46,584,830.73	61,151,801.70	70,175,028.41	83,840,631.54	74,801,020.08	94,430,881.01	85,718,486.96	80,335,253.01	278,084,610.96	732,568,833.59	
CLIN 2 SST Parks & Clean	2.1	A	0.00	18,525,275.24	19,752,175.87	22,288,215.61	23,317,147.86	23,317,147.86	100,023,241.48	31,537,052.26	28,332,853.18	26,817,652.4	33,638,631.57	37,931,176.54	37,459,202.41	37,888,611.27	4,543,593.98	73,881,317.01	354,181,051.01	
	2.2	A	0.00	57,403,566.25	72,752,513.38	75,565,953.68	84,256,754.3	84,543,852.16	384,717,175.9	54,467,762.46	76,850,835.84	86,595,617.04	111,781,017.54	72,847,762.28	107,486,802.58	63,556,977.21	63,556,977.21	282,001,142.71	1,038,348,317.68	
	2.3	A	0.00	1,385,652.11	2,367,275.10	3,268,017.53	381,055.01	512,552.22	7,912,981.57	7,912,981.57	8,497,596.4	8,497,596.4	8,497,596.4	8,497,596.4	8,497,596.4	8,497,596.4	8,497,596.4	14,038,386.59	47,128,257.47	
CLIN 3 WTP	3.1	A	0.00	7,819,882.71	17,468,035.90	20,513,623.30	36,980,530.37	27,944,842.28	118,018,710.15	31,740,238.75	20,891,238.11	28,897,192.68	40,284,151.56	47,120,457.48	57,456,591.26	59,453,531.73	76,422,377.81	109,421,435.59	471,433,566.19	
	3.2	A	0.00	926,465.51	3,845,545.54	2,583,306.74	3,272,873.01	2,586,147.19	13,714,119.28	10,195,467.25	6,556,815.31	7,582,886.56	4,645,331.33	6,345,153.94	13,597,123.63	1,807,086.46	2,320,684.11	18,188,674.11	69,158,956.86	
	3.3	A	0.00	829,690.40	3,462,840.00	2,155,306.07	3,317,522.26	300,604.27	10,454,924.49	3,000,266.46	3,867,288.18	3,103,704.26	4,537,152.69	6,246,492.25	9,340,837.62	7,357,193.00	3,121,463.81	18,020,297.20	67,161,548.59	
CLIN 4 Supplemental Treatment	4.1	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	4.2	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	4.3	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CLIN 5 Early Feed & Operation of the WTP-LAW	5.1	A	0.00	2,412,228	0.00	0.00	0.00	110,640.00	975,221.21	497,867.79	762,650.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,190,297.24	
	5.2	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	5.3	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CLIN 6 Pension & WTP-LAW	6.1	A	0.00	14,284,584.58	19,027,013.58	18,941,122.67	28,321,062.00	28,803,598.43	109,201,201.26	32,564,003.32	37,474,183.86	39,423,714.48	40,280,787.25	38,157,184.93	36,162,021.41	38,459,917.18	37,120,484.98	119,181,423.57	388,745,986.51	
	6.2	A	0.00	71,528,845.51	448,786,967.91	616,838,436.78	78,844,802.28	122,161,286.27	518,151,741.44	123,544,650.00	118,080,762.90	113,884,587.73	54,236,000.00	53,847,000.00	779,831,367.25	44,550,000.00	88,181,242.84	108,374,530.00	1,873,397,146.24	
	Contract Cost Available Fee	Contract Fee	5,404,000.00	14,892,547.54	27,704,862.20	18,868,710.63	21,142,745.78	24,558,804.03	102,174,604.42	26,073,192.00	30,000,000.00	45,880,580.00	64,640,000.00	51,325,000.00	41,000,000.00	45,000,000.00	42,626,674.00	146,737,545.46	441,788,186.11	
CLIN 7 American Recovery and Reinvestment Act (ARRA)	7.1	A	0.00	15,427,771.25	82,885,777.52	67,589,056.44	87,862,726.55	546,572,504.75	2,246,585,088.25	583,192,023.11	676,467,084.75	730,840,862.46	754,228,181.23	733,518,262.43	623,831,587.25	831,334,888.32	752,000,916.84	2,492,088,351.87	8,188,438,072.28	
	7.2	A	0.00	2,444,642.68	15,943,441.48	0.00	0.00	0.00	34,870,884.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,870,884.21	188,866,454.37	
	7.3	A	0.00	3,598,295.58	20,888,595.61	28,383,832.33	0.00	0.00	58,637,222.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58,637,222.48	58,637,222.48	
CLIN 8 Contract & WTP-LAW	8.1	A	0.00	820,031.41	2,860,284.14	4,277,880.78	0.00	0.00	8,603,026.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,603,026.31	8,603,026.31	
	8.2	A	0.00	0.00	8,603,977.91	10,278,367.41	0.00	0.00	18,888,835.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,888,835.16	18,888,835.16	
	8.3	A	0.00	26,468,662.27	129,430,674.72	148,705,575.88	0.00	0.00	301,520,346.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	301,520,346.88	301,520,346.88	
ASPA Contract	Contract Cost Available Fee	Contract Fee	5,404,000.00	28,226,662.07	140,588,674.72	156,045,536.88	0.00	0.00	323,862,246.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	323,862,246.88	323,862,246.88	
	Contract Cost Available Fee	Contract Fee	5,404,000.00	336,134,376.28	552,065,193.13	551,707,411.20	430,525,000.24	525,047,700.70	2,446,930,741.81	588,119,024.11	646,461,904.75	685,003,054.48	743,558,181.23	692,162,264.23	779,831,367.25	786,334,888.32	880,180,242.84	2,258,366,672.29	8,040,165,233.15	
	Contract Cost Available Fee	Contract Fee	5,404,000.00	17,785,592.24	32,884,882.20	28,288,710.63	21,142,745.78	24,558,804.03	124,518,694.42	26,073,192.00	30,000,000.00	45,880,580.00	64,640,000.00	51,325,000.00	41,000,000.00	45,000,000.00	42,626,674.00	146,737,545.46	441,788,186.11	
ASPA Contract	Contract Cost Available Fee	Contract Fee	5,404,000.00	333,985,592.24	614,941,072.33	588,918,152.72	462,087,786.18	546,572,504.75	2,570,447,482.23	583,192,023.11	676,467,084.75	730,840,862.46	754,228,181.23	733,518,262.43	623,831,587.25	831,334,888.32	752,000,916.84	2,492,088,351.87	8,946,256,415.28	
	Contract Cost Available Fee	Contract Fee	5,404,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Contract Cost Available Fee	Contract Fee	5,404,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Option Period 2, FY19, and FY20 Extension, and WTP Spare Parts (FY21) Total Available Fee values represent the current negotiated Fee value of all contract change actions including deframed changes for these time periods. Currently the FY17, FY18, FY19, and FY20 Available Fee value (as defined by TOC B.4) represents the PENM value for each corresponding Fiscal Year. Option Period 2, FY19, and FY20 Extension Total Available Fee columns represent the fee amounts negotiated. Once deframed values are complete, the necessary adjustments will be made to the B.4 table will be updated accordingly.



5. Attached to this modification is the replacement pages for Sections B, *Supplies or Services and Prices/Costs*, and *Section J, Attachment J.4, Performance Evaluation and Measurement Plan*.
6. All other Terms and Conditions remain unchanged.

## **ATTACHMENT**

### **Replacement Pages**

**Total: 40 pages including this cover page**

- Contract Section B, *Supplies or Services and Prices/Costs*, pages B-3, B-4, and B-6
- Contract Section J, Attachment J.4, *Performance Evaluation and Measurement Plan*, 36 total pages

- b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;
  - c. Sub-CLIN 4.3: Supplemental Treatment Design
  - d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations
  - e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.
- (5) *CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:*
  - a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;
  - b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;
  - c. Sub-CLIN 5.3: (moved to Sub-CLIN 3.4)
  - d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.
- (6) *CLIN 6 – Pension and Welfare Plans:*
  - a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and
  - b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.
- (7) *CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workscope:*
  - a. Sub-CLIN 7.1: ARRA workscope under Sub-CLIN 1.2 – Safe, Compliant Operations;
  - b. Sub-CLIN 7.2: ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support;
  - c. Sub-CLIN 7.3: ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
  - d. Sub-CLIN 7.4: ARRA workscope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction
  - e. Sub-CLIN 7.5: ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).
  - f. Sub-CLIN 7.6: ARRA workscope under Sub-CLIN 2.1 Single Shell Tank (SST) Retrieval and Closure
- (8) *CLIN 8 – Contract Closeout*
  - a. Sub-CLIN 8.1: Contract Workscope

### **B.3 OBLIGATION AND AVAILABILITY OF FUNDS**

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$ \$7,869,753.627.85 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2021.

Of the total identified above, \$323,855,000.00 in Recovery Act funds have been allotted for obligation from the effective date of modification A015 through 0074 and are available for payment of services provided thru September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability) and \$ ~~7,545,898,627.85~~ in non-Recovery Act funds are available for payment of services through September 30, 2021.

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

#### **B.4 CONTRACT COST AND CONTRACT FEE**

This Section establishes the *Total Contract Cost* and *Contract Fee*. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period*, *Base Period*, and *Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) *Contract Cost*, *Contract Price*, and *Available Fee* by Fiscal Year and by Sub-CLIN will be adjusted by the Contracting Officer whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

Table B.4-1 Contract Cost and Contract Fee

CLIN	Sub-CLIN	Transition	Base Period			Option Period 1										Option Period 2			Extension			Contract Totals
			FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total	FY 2014	FY 2015	FY 2016	Total	FY 2017	FY 2018	Total	FY 2019	FY 2020	FY 2021	Total		
CLIN 1 Base Operations	1.1	A	5,844,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,844,000.00	
	1.2.1	A	0.00	198,917,536.79	130,525,912.35	139,692,518.39	136,822,283.93	176,674,662.98	664,011,764.36	215,303,043.93	262,725,629.79	263,760,769.93	781,989,814.79	300,769,769.93	280,412,124.93	582,181,894.66	312,206,121.79	327,395,100.31	312,206,121.79	897,683,313.36	2,983,938,823.83	
	1.2.2	A	0.00	29,600,589.26	36,397,796.26	36,397,796.26	36,397,796.26	44,176,854.79	44,688,447.00	163,827,806.46	49,534,562.35	61,151,657.43	70,891,152.69	63,845,514.24	70,891,000.00	139,776,152.69	94,438,860.00	86,158,626.00	86,158,626.00	2,983,938,823.83		
	1.2	A	0.00	18,677,755.56	16,732,178.60	16,732,178.60	22,285,275.56	23,114,229.69	23,912,147.36	107,625,674.76	37,337,652.35	28,332,863.19	30,177,652.74	96,378,622.69	33,585,074.22	37,337,170.98	70,765,183.55	37,586,714.27	37,586,714.27	4,543,000.00	78,861,317.56	
CLIN 2 SST Refit & Reuse	2.1	A	0.00	57,642,092.28	72,672,511.30	76,625,978.82	84,267,142.59	94,043,681.78	384,722,717.79	54,697,762.38	76,803,820.94	95,395,112.04	187,989,625.26	111,781,712.25	72,843,880.82	184,824,880.82	107,489,800.00	103,980,000.00	3,032,100.00	282,000,140.71	1,038,381,728.29	
	2.2	A	0.00	1,386,667.11	2,367,275.19	2,367,275.19	3,266,977.53	381,426.91	912,694.22	7,012,897.27	2,669,994.17	5,833,959.39	4,967,732.74	13,398,283.24	8,345,653.39	17,796,280.24	6,038,110.33	4,986,922.02	76,422,377.37	47,178,257.29		
	3.1	A	0.00	7,973,682.25	17,458,083.69	17,458,083.69	20,512,628.16	30,162,142.59	30,162,142.59	138,171,767.15	31,745,228.75	65,899,234.11	7,592,956.08	26,989,625.26	4,945,357.25	6,346,151.36	11,191,857.26	13,937,123.63	1,500,000.00	2,308,884.10	48,186,257.26	
	3.2	A	0.00	906,465.21	3,945,904.58	2,558,026.43	2,558,026.43	3,227,626.91	2,888,147.36	130,171,157.25	10,476,467.35	8,589,670.31	7,592,956.08	26,989,625.26	4,945,357.25	6,346,151.36	11,191,857.26	13,937,123.63	1,500,000.00	2,308,884.10	48,186,257.26	
CLIN 3 Support	3.3	A	0.00	69,694,628.00	3,942,940.00	3,942,940.00	2,558,360.67	3,317,542.39	309,094.55	10,644,929.47	3,028,996.35	3,802,246.18	13,838,634.13	5,527,165.28	6,246,480.00	11,776,655.28	5,348,815.63	7,241,930.00	3,121,489.31	18,135,657.41	18,135,657.41	
	3.4	A	0.00	58,774.48	544,880.19	1,767,460.76	4,212,862.40	89,442.16	3,440,497.35	34,661,291.77	3,440,497.35	3,400,861.99	28,842,435.48	38,302,261.17	16,127,482.38	33,302,594.15	27,881,050.59	36,160,035.10	55,244,004.48	189,428,693.55	189,428,693.55	
	4.1	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	4.2	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CLIN 4 Supplemental Treatment	4.3	A	0.00	0.00	2,796,692.00	6,547,423.33	9,547,423.33	4,796,697.50	17,118,650.25	5,031,662.39	6,021,880.00	1,986,000.00	21,102,267.69	0.00	0.00	0.00	0.00	0.00	0.00	4,088,120.00	4,088,120.00	
	4.4	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	4.5	A	0.00	2,412.22	0.00	0.00	0.00	180,000.00	376,221.27	487,697.79	702,630.00	0.00	0.00	702,630.00	45,786,597.25	28,633,954.59	76,423,654.15	28,633,954.59	42,480,743.53	22,688,071.72	86,317,464.14	
	4.5	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CLIN 5 Early Field Operation of Pe WTP LAW	5.1	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	5.2	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	5.3	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	5.4	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CLIN 6 C&I Expansion & Wastewater Plant	6.1	A	0.00	14,408,454.26	16,097,015.24	16,097,015.24	16,097,015.24	23,321,965.00	26,809,500.45	108,391,350.26	50,644,000.00	37,467,180.00	86,409,714.26	40,369,174.26	26,551,044.00	76,441,374.14	36,160,074.14	36,160,074.14	37,230,464.00	151,917,420.00	387,136,666.61	
	6.2	A	0.00	71,536,842.00	146,785,000.00	146,785,000.00	96,835,400.78	79,044,800.00	122,951,284.00	518,151,241.44	123,154,960.00	116,007,762.41	113,840,457.44	365,188,692.00	54,266,000.00	53,697,000.00	188,838,000.00	44,000,000.00	36,397,000.00	10,337,000.00	1,037,737,450.00	
	Contract Cost	5,844,000.00	310,787,683.26	452,648,115.41	415,007,864.83	480,526,003.00	526,097,700.70	626,077,000.00	2,144,410,594.25	598,117,226.11	646,467,004.79	688,003,034.26	1,901,763,467.63	740,036,191.25	692,195,280.48	1,457,763,467.63	773,617,161.22	786,534,038.32	693,160,242.38	2,253,346,672.35		
	Contract Fee	0.00	14,002,597.24	21,794,862.29	21,794,862.29	19,869,770.83	21,742,761.79	24,004,004.78	102,174,094.42	26,073,162.00	30,000,000.00	46,000,000.00	190,088,810.65	44,940,000.00	51,320,000.00	91,915,947.26	41,000,000.00	45,000,000.00	42,038,074.00	146,733,752.46		
CLIN 7 American Recovery and Reinvestment Act (ARRA)	7.1	A	0.00	326,390,203.25	473,932,867.61	434,901,576.73	462,097,780.13	465,072,604.75	655,152,432.11	2,246,985,090.25	655,152,432.11	678,467,054.75	730,940,662.46	2,032,944,176.17	794,228,191.25	733,518,280.48	1,520,679,458.96	620,617,161.22	811,534,083.32	752,000,916.96	2,402,086,397.37	
	7.2	A	0.00	18,542,771.25	82,056,777.29	82,056,777.29	87,838,006.94	0.00	0.00	188,086,654.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188,086,654.21	
	7.3	A	0.00	2,444,542.00	15,043,441.69	15,043,441.69	17,362,720.58	0.00	0.00	34,670,664.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,670,664.21	
	7.4	A	0.00	3,589,251.58	20,085,869.61	20,085,869.61	25,569,892.58	0.00	0.00	50,637,222.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,637,222.48	
CLIN 8 Contract Re-scope	8.1	A	0.00	602,161.44	2,695,264.16	0.00	4,277,280.16	0.00	0.00	8,653,962.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,653,962.51	
	8.2	A	0.00	0.00	8,632,577.70	10,276,352.47	0.00	0.00	0.00	18,888,656.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,888,656.16	
	Contract Cost	0.00	26,465,695.27	129,426,074.72	146,176,576.56	196,176,576.56	0.00	0.00	301,026,946.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	301,026,946.38	
	Contract Fee	0.00	2,600,000.00	11,160,000.00	11,160,000.00	8,300,000.00	0.00	0.00	22,942,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,942,000.00	
CLIN 9 Sub-Totals	9.1	A	0.00	28,269,694.27	143,588,074.27	155,014,576.98	155,014,576.98	0.00	0.00	324,862,946.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	324,862,946.98	
	9.2	A	5,844,000.00	336,194,576.00	492,048,181.13	492,048,181.13	501,707,441.58	448,152,038.48	626,047,700.70	2,445,930,741.91	696,160,194.48	646,467,054.75	745,998,191.25	1,901,088,327.92	745,998,191.25	692,195,280.48	1,457,763,467.63	773,617,161.22	786,534,038.32	693,160,242.38	2,253,346,672.35	
	9.3	A	0.00	17,355,472.74	32,846,862.29	32,846,862.29	29,239,710.68	31,142,142.93	34,524,800.98	124,516,984.42	26,073,162.00	30,000,000.00	46,000,000.00	190,088,810.65	44,940,000.00	51,320,000.00	91,915,947.26	41,000,000.00	45,000,000.00	42,038,074.00	146,733,752.46	
	Contract Totals	5,844,000.00	355,949,802.24	614,941,072.53	658,976,152.74	667,977,863.19	627,527,863.19	690,622,602.38	2,670,477,452.25	692,323,422.11	678,467,054.75	750,940,662.46	2,032,944,176.17	794,228,191.25	733,518,280.48	1,520,679,458.96	620,617,161.22	811,534,083.32	752,000,916.96	2,402,086,397.37		

Option Period 2: FY19 and FY20 Extension, and WTP Spine Pare (FY21) Total Available Fee values represent the current negotiated Fee value of all contract change orders including definitized changes for these time periods.

Currently the FY17, FY18, FY19, and FY20 Available Fee value (as defined by DOC B.4) represents the PENP value for each corresponding Fiscal Year. Option Period 2, FY19, FY20 and FY21 Extension Total Available Fee columns represent the fee amounts negotiated. Once definitions are complete, the necessary adjustments will be made to the B.4 table will be updated accordingly.

SECTION J, ATTACHMENT J.4

PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN  
FISCAL YEAR 2021

(Revision 1)



**Fiscal Year 2021**

**Performance Evaluation and Measurement Plan  
(Revision 1)  
For  
Washington River Protection Solutions LLC**

**Performance Evaluation Period:  
October 1, 2020 through September 30, 2021**

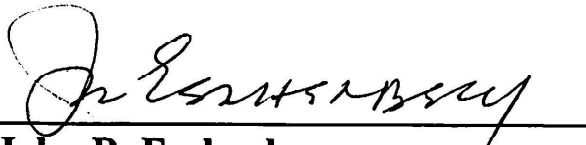
**Issued by:**

**Brian T. Vance** Digitally signed by Brian T. Vance  
Date: 2021.03.29 11:43:17 -07'00'

**Brian T. Vance**  
**Fee-Determining Official**  
**U.S. Department of Energy,**  
**Office of River Protection**

**3/29/21**

**Date**



**John R. Eschenberg**  
**President & Project Manager**  
**Washington River Protection Solutions**

**3/31/2021**

**Date**

## **TABLE OF CONTENTS**

INTRODUCTION .....	1
FEE CONCEPT .....	1
ALLOCATION OF FEE POOLS .....	2
TOTAL AVAILABLE FEE ALIGNMENT AND EARNINGS IN THE EVENT OF EARLY CONTRACT TERMINATION .....	2
EVALUATION PROCESS .....	2
CONTRACTOR SELF-ASSESSMENT .....	2
MONTHLY PERFORMANCE BASED INCENTIVE COMPLETION SUBMITTAL	3
PROVISIONAL PAYMENT OF FEE .....	3
PERFORMANCE MEASUREMENT AND EVALUATION PLAN CHANGE CONTROL .....	3
MINOR CHANGES NOT AFFECTING FEE OR PROCESS .....	3
CHANGES AFFECTING FEE OR PROCESS .....	4
REFERENCES.....	4
PERFORMANCE BASED INCENTIVES .....	5
PBI-63.0, TANK-SIDE CESIUM REMOVAL AND WASTE FEED DELIVERY.....	6
PBI-64.0, RETRIEVAL AND CLOSURE .....	9
PBI-65.0, OPERATIONS AND INTEGRITY .....	12
PBI-66.0, WASTE TREATMENT AND IMMOBILIZATION PLANT TRANSITION SUPPORT.....	20
SUBJECTIVE AWARD FEE.....	22
SUBJECTIVE AWARD-FEE EVALUATION CRITERIA .....	23
SEA 1 - MANAGEMENT OF HANFORD TANK FARMS AND BUSINESS OPERATIONS .....	24
SEA 2 - CONDUCT OF OPERATIONS, ENGINEERING, MAINTENANCE, AND NUCLEAR SAFETY .....	27
SEA 3 – ENVIRONMENT, SAFETY, HEALTH, AND QUALITY .....	29

## **LIST OF TABLES**

TABLE 1. AWARD-FEE POOLS. ....	2
TABLE 2. OBJECTIVE FEE POOL PERFORMANCE BASED INCENTIVES.....	5
TABLE 3. TANK-SIDE CESIUM REMOVAL AND WASTE FEED DELIVERY PERFORMANCE BASED INCENTIVES. ....	6
TABLE 4. RETRIEVAL AND CLOSURE PERFORMANCE BASED INCENTIVES. ....	9
TABLE 5. OPERATIONS AND INTEGRITY PERFORMANCE BASED INCENTIVES..	12
TABLE 6. WASTE TREATMENT AND IMMOBILIZATION PLANT TRANSITION SUPPORT PERFORMANCE BASED INCENTIVES. ....	20
TABLE 7. SUBJECTIVE AWARD-FEE SPECIAL EMPHASIS AREAS. ....	23

## **LIST OF ATTACHMENTS**

ATTACHMENT 1	PERFORMANCE EVALUATION AND MEASUREMENT PLAN CHANGE REQUEST
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**ABBREVIATIONS AND ACRONYMS**

CAT	Construction Acceptance Testing
CCD	Construction Completion Document
CO	Contracting Officer
DOE	U.S. Department of Energy
FDO	Fee-Determining Official
FY	fiscal year
HIHTL	Hose-in-Hose Transfer Line
ORP	Office of River Protection
PBI	Performance Based Incentives
PEMP	Performance Measurement and Evaluation Plan
PEP	Performance Evaluation Period
SEA	Special Emphasis Area
TSCR	Tank-Side Cesium Removal
TPA	Tri-Party Agreement

## **INTRODUCTION**

In accordance with FAR 16.401, “General,” this Performance Measurement and Evaluation Plan (PEMP) has been established for Contract No. DE-AC27-08RV14800, *Tank Operations Contract*. This PEMP utilizes a combination of objective Performance Based Incentives (PBI) and subjective award-fee criteria to encourage contractor excellence in performing the operations, construction, and maintenance of the Hanford Tank Farms.

The PEMP gives the U.S. Department of Energy (DOE), Office of River Protection (ORP) a tool to identify and reward superior performance and incentivize the highest levels of excellence in specific focus areas, but not at the expense of safety, cost, schedule, or technical performance in the balance of scope. Furthermore, the PEMP defines the ORP approach for evaluating, documenting, and providing award fee to the contractor for the execution of contract requirements, as defined in Contract No. DE-AC27-08RV14800.

### **Fee Concept**

The total award fee is made available to earn through two components: (a) objective award fee, earned through the completion of PBIs; and (b) subjective award fee, earned via the subjective evaluation of the contractor’s performance, in accordance with the subjective evaluation criteria outlined in this PEMP.

#### **a. Objective Award Fee**

Emphasis is placed on end-state objective PBIs that support, but are not limited to, workscope aligned with DOE Office of Environmental Management corporate metrics, DOE Office of Environmental Management priorities, the Federal Baseline, mission milestones, *Hanford Federal Facility Agreement and Consent Order* (Tri-Party Agreement [TPA]) and consent decree milestones, and operational needs.

#### **b. Subjective Award Fee**

The contractor is required to accomplish and manage the balance of the TOC workscope that is not incentivized by objective award fee. Much of this work, including support and/or deliverables, does not lend itself to be objectively measureable. Therefore, these efforts are measured subjectively by the criterion defined in this PEMP and are further evaluated by the Fee-Determining Official (FDO), who may use discretionary factors in determining the amount of subjective award fee earned.

Each PBI will be considered a terminal milestone, unless otherwise stated, which will be evaluated during the period of performance on a pass/fail basis in accordance with the specified completion criteria and terminal date. Should the contractor fail to meet the specified completion criteria and/or terminal date of the PBI, the contractor will forfeit 100 percent of the fee allocated to the PBI. Unearned fee is not available to be earned in any subsequent evaluation period. In the event of unsatisfactory performance in any subjective performance area, including safety and health, during the execution of a PBI, a reduction in PBI fee shall occur.

### Allocation of Fee Pools

The valuation of PBIs will be determined by ORP, with consideration given to the value of the incentivized workscope, mission and/or regulatory significance, and other means in which the scope may be incentivized, including incentives implemented in prior Performance Evaluation Periods (PEP).

Upon valuation of the PBIs, the remaining total available fee pool will be allocated as subjective award fee to be earned via the subjective evaluation of the contractor's performance in accordance with the subjective evaluation criteria outlined in this PEMP (see Table 1). At no point are the fee pools required to maintain an agreed-upon split represented either by a percentage or a dollar value.

Table 1. Award-Fee Pools.

Award Fee	Value
Objective Award Fee Available	\$24,565,000
Subjective Award Fee Available	\$18,261,674
<b>Total Award Fee Available</b>	<b>\$42,826,674</b>

FY = fiscal year.

### Total Available Fee Alignment and Earnings in the Event of Early Contract Termination

In the event of early contract termination, the remaining fee associated with in-progress PBIs that have not surpassed their terminal date(s) will be reallocated to the subjective fee pool and equally distributed among the special emphasis areas (SEA) to be earned based on the subjective evaluation of the contractor's performance.

Upon conclusion of the PEP, the fiscal year (FY) 2021 available-fee pool may be adjusted to account for pending contract changes and any work not to be performed within the period of performance that may affect the total available fee pool for FY 2021.

### Evaluation Process

ORP will evaluate and measure performance against the subjective award-fee criteria on a quarterly basis in accordance with DOE-PRO-AM-50472, *Cost Plus Award Fee Administration*.

At the end of the PEP, the FDO and performance evaluation board will evaluate the contractor's performance and assign adjectival ratings to the subjective award-fee, based on performance during the entirety of the PEP.

### Contractor Self-Assessment

Following the performance evaluation period, the contractor shall submit a self-assessment



within 10 calendar days after the end of the performance period.

The contractor self-assessment shall be self-critical and must address both the strengths and weaknesses, as well as opportunities for improvement, of the contractor's performance during the evaluation period. Where deficiencies in performance are noted, the contractor shall describe the actions planned or taken to correct such deficiencies to avoid their recurrence. The contractor shall provide an electronic copy of the self-assessment report to the ORP CO.

### **Monthly Performance Based Incentive Completion Submittal**

Within 10 working days after the end of a calendar month, the contractor shall provide the ORP CO with a list of the PBIs completed in that month and supporting documentation demonstrating completion of the PBIs in accordance with the defined completion criteria. The contractor will provide an electronic copy of its monthly PBI completion report to the ORP CO.

### **Provisional Payment of Fee**

Provisional payment of fee has no implications for the Government's eventual determination that the contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The contractor, for example, could receive 100 percent of the possible provisional fee payments yet not earn any fee (the contractor would be required to return all of the provisional fee payments). The contractor, for example, could receive 0 percent of the possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the contractor had earned the associated available fee for the incentive).

If the CO determines the contractor has not met the requirements to retain any provisionally paid fee and notifies the contractor, the contractor must return that provisionally paid fee to the Government within 30 days:

- (i) The contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the CO's determination; and
- (ii) If the contractor fails to return the provisionally paid fee within 30 days of the CO's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the contractor due to the contractor's failure, may deduct the amount of the provisionally paid fee from amounts it owes under invoices; or any other amount it owes the contractor for payment, financing, or other obligation.

### **Performance Measurement and Evaluation Plan Change Control**

Proposed changes to the PEMP may be initiated via the Performance Evaluation and Measurement Plan Change Request (Attachment 1).

### **Minor Changes Not Affecting Fee or Process**

Changes to the PEMP that do not affect the award-fee criteria or process may be made and implemented unilaterally by ORP at any time, without the concurrence of the contractor. These

changes include editorial clarifications; establishment of the total available-fee pool, including valuation of objective and subjective elements following contract negotiations; and/or other insignificant changes not affecting award-fee criteria or processes.

### **Changes Affecting Fee or Process**

Changes to the PEMP may be made unilaterally by ORP before the start of a new evaluation period. Examples of such changes may include changing evaluation criteria, modifying objective PBI completion criteria and/or terminal dates, and revising the distribution of fee dollars. Such changes will take effect at the start of the new evaluation period.

After an evaluation period has begun, ORP and the contractor shall make every attempt at negotiating changes by the mutual agreement of the parties. However, if the removal and/or addition of PBIs is deemed necessary during the PEP, ORP may unilaterally add and/or remove PBIs and/or adjust the distribution of fee dollars. Adjustments to the distribution of fee may include reallocation of objective fee to the subjective-fee pool, reallocation of subjective fee to the objective-fee pool for new PBIs, and reductions in the total available-fee pool that may result from the deletion of PBIs and/or workscope. Such changes will take effect upon the contractor's receipt of the revised PEMP.

### **References**

Contract No. DE-AC27-08RV14800, *Tank Operations Contract*, Washington River Protection Solutions LLC, U.S. Department of Energy, Office of River Protection, Richland, Washington, as amended.

DOE-PRO-AM-50472, *Cost Plus Award Fee Administration*, U.S. Department of Energy, Richland, Washington, as amended.

Ecology, EPA, and DOE, 1989, *Hanford Federal Facility Agreement and Consent Order*, Washington State Department of Ecology, U.S. Environmental Protection Agency, and U.S. Department of Energy, Olympia, Washington, as amended.

FAR 16.401, "General," *Federal Acquisition Regulation*, as amended.

## **PERFORMANCE BASED INCENTIVES**

Table 2. Objective Fee Pool Performance Based Incentives.

<b>Performance Based Incentive</b>	<b>Value</b>
PBI-63.0, Tank-Side Cesium Removal and Waste Feed Delivery	\$3,800,000
<b>Total FY 2021 Objective Capital Fee Available</b>	<b>\$3,800,000</b>
PBI-64.0, Retrieval and Closure	\$8,012,500
PBI-65.0, Operations and Integrity	\$12,032,500
<b>Total FY 2021 Objective Expense Fee Available</b>	<b>\$20,045,000</b>
PBI-66.0, Waste Treatment and Immobilization Plant Transition Support	\$720,000
<b>Total FY 2021 Objective ORP-0070 Fee Available</b>	<b>\$720,000</b>
<b>Total FY 2021 Objective Fee Available</b>	<b>\$24,565,000</b>

FY        =        fiscal year.

**PBI-63.0, Tank-Side Cesium Removal and Waste Feed Delivery**

Table 3. Tank-Side Cesium Removal and Waste Feed Delivery Performance Based Incentives.

<b>Milestone</b>	<b>Method</b>	<b>Fee Value</b>	<b>Due Date</b>	<b>Fund Type</b>
63.0.01	Terminal	\$1,520,000	August 31, 2021	Capital
63.0.02	Terminal	\$532,000	August 31, 2021	Capital
63.0.03	Terminal	\$684,000	September 30, 2021	Capital
63.0.04	Terminal	\$532,000	September 30, 2021	Capital
63.0.05	Terminal	\$532,000	September 30, 2021	Capital
<b>Total</b>		<b>\$3,800,000</b>		

**Fee Bearing Milestones**

63.0.01 Complete installation of low-activity waste feed piping for SN-637 and SN-700 by August 31, 2021. The contractor shall earn \$1,520,000 fee upon completion.

Workscope/Completion Criteria

Complete installation of the SN-637 piping spools 637-201 through 637-213 and SN-700 piping spools 700-301 through 700-313.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the Construction Completion Document (CCD).

63.0.02 Complete Tank-Side Cesium Removal system construction by August 31, 2021. The contractor shall earn \$532,000 fee upon completion.

Workscope/Completion Criteria

Complete Tank-Side Cesium Removal (TSCR) system construction to include installation and Construction Acceptance Testing (CAT) of the following:

- Piping and infrastructure between TSCR enclosures
- TSCR waste feed pump and jumpers in pit AP-07F
- AP-106 drop leg
- AP-108 drop-leg
- Five Hose-in-Hose Transfer Lines (HIHTL) inside AP-Farm
- Electrical and control system infrastructure within AP-Farm

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the Construction Completion Document (CCD).

- 63.0.03 Complete Tank-Side Cesium Removal system readiness activities and issue the readiness to proceed memorandum by September 30, 2021. The contractor shall earn \$684,000 fee upon completion.

Workscope/Completion Criteria

Complete Tank-Side Cesium Removal system readiness activities, including resolution of pre-start findings, and issue the readiness to proceed memorandum declaring readiness for the Department of Energy operational readiness assessment.

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the readiness to proceed memorandum for the Tank-Side Cesium Removal system.

- 63.0.04 Complete construction of the Direct-Feed Low-Activity Waste feed piping at AP-Farm by September 30, 2021. The contractor shall earn \$532,000 fee upon completion.

Workscope/Completion Criteria

Complete construction of the SN-637 Direct-Feed Low-Activity Waste transfer line from the AP-06A pit to the W-211 tie-in point located on the northeast side of AP-Farm to include installation of the SN-637 piping spools 637-101 through 637-116.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the Construction Completion Document (CCD).

- 63.0.05 Complete installation of critical Direct-Feed Low-Activity Waste infrastructure within the AP-06A pit by September 30, 2021. The contractor shall earn \$532,000 fee upon completion.

Workscope/Completion Criteria

Complete installation of critical Direct-Feed Low-Activity Waste (DFLAW) infrastructure within the AP-06A pit to include removal of a slurry distributor and installation of two Low-Activity Waste (LAW) feed transfer pumps, a riser adaptor, a new cover block, and jumpers.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the Construction Completion Document (CCD).



**PBI-64.0, Retrieval and Closure**

Table 4. Retrieval and Closure Performance Based Incentives.

<b>Milestone</b>	<b>Method</b>	<b>Fee Value</b>	<b>Due Date</b>	<b>Fund Type</b>
64.0.01	Terminal	\$270,000	March 31, 2021	Expense
64.0.02	Terminal	\$2,337,500	September 30, 2021	Expense
64.0.03	Terminal	\$2,250,000	September 30, 2021	Expense
64.0.04	Terminal	\$2,375,000	September 30, 2021	Expense
64.0.05	Terminal	\$780,000	September 30, 2021	Expense
<b>Total</b>		<b>\$8,012,500</b>		

**Fee Bearing Milestones**

64.0.01 Complete removal, packaging, and shipment for disposal of Hose-in-Hose Transfer Lines to support A Farm retrieval by March 31, 2021. The contractor shall earn \$270,000 fee upon completion.

Workscope/Completion Criteria

Complete removal, packaging, and shipment for disposal of Hose-in-Hose Transfer Lines (HIHTL) to support A Farm retrieval to include the following:

- Complete field removal, packaging, and shipment of eight sections of the Tank 241-AY-102 to AP Farm HIHTLs (i.e., Hose serial numbers 15011-07, 15011-08, 15011-09, 15011-10, 15011-13, 15011-14, 15011-15, and 15011-16) to a treatment or disposal facility to provide installation footprint for A Farm waste transfer lines in support of A Farm waste retrieval

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the work record entry documenting Operations Acceptance for the removal, packaging, and shipment of eight sections of the Tank 241-AY-102 to AP Farm HIHTLs.

64.0.02 Complete waste retrieval activities and submit the final retrieval completion report for Tank 241-AX-104 to the Office of River Protection by September 30, 2021. The contractor shall earn \$2,337,500 fee upon completion.

Workscope/Completion Criteria

Complete waste retrieval activities and submit the final retrieval completion report to include laser scan data from the residual volume measurement system for Tank 241-AX-104 to the ORP in support of consent decree milestone D-16B-03, "Of the 12 SSTs Referred to in B-1 and B-2, Complete Retrieval of Tank Wastes in at Least 5."

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the final retrieval completion report for Tank 241-AX-104.

- 64.0.03 Complete waste retrieval system construction and initiate waste retrieval operations for Tank 241-AX-103 by September 30, 2021. The contractor shall earn \$2,250,000 fee upon completion.

Workscope/Completion Criteria

Complete waste retrieval system construction, including approval of the operational readiness checklist, and initiate waste retrieval operations at Tank 241-AX-103.

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the signed operational readiness checklist, and a copy of the process engineer daily progress report demonstrating successful initiation of retrieval operations for Tank 241-AX-103.

- 64.0.04 Complete installation of the TX Farm interim surface barrier by September 30, 2021. The contractor shall earn \$2,375,000 fee upon completion.

Workscope/Completion Criteria

Complete installation of the TX Farm interim surface barrier and stormwater conveyance system and provide the necessary documentation to DOE to support TPA milestone M-045-92Y, "Complete Construction of Barrier 3 in 241-TX Farm."

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 64.0.05 Complete and submit the retrieval completion certification report for Tank 241-AX-102 to the Office of River Protection by September 30, 2021. The contractor shall earn \$780,000 fee upon completion.

Workscope/Completion Criteria

Complete and submit the final retrieval completion certification report for Tank 241-AX-102 to the ORP in support of consent decree milestone D-16B-03, "Of the 12 SSTs Referred to in B-1 and B-2, Complete Retrieval of Tank Wastes in at Least 5."

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the

retrieval completion certification report for Tank 241-AX-102.

**PBI-65.0, Operations and Integrity**

Table 5. Operations and Integrity Performance Based Incentives.

<b>Milestone</b>	<b>Method</b>	<b>Fee Value</b>	<b>Due Date</b>	<b>Fund Type</b>
65.0.01	Terminal	\$270,000	March 31, 2021	Expense
65.0.02	Terminal	\$787,500	September 30, 2021	Expense
65.0.03	Terminal	\$945,000	September 30, 2021	Expense
65.0.04	Terminal	\$787,500	September 30, 2021	Expense
65.0.05	Terminal	\$2,700,000	September 30, 2021	Expense
65.0.06	Terminal	\$180,000	March 31, 2021	Expense
65.0.07	Terminal	\$180,000	June 30, 2021	Expense
65.0.08	Terminal	\$180,000	September 30, 2021	Expense
65.0.09	Terminal	\$270,000	June 30, 2021	Expense
65.0.10	Terminal	\$787,500	September 30, 2021	Expense
65.0.11	Terminal	\$405,000	September 30, 2021	Expense
65.0.12	Terminal	\$2,025,000	September 30, 2021	Expense
65.0.13	Deleted	Deleted Mod 616	Deleted	Deleted
65.0.14	Terminal	\$805,000	September 30, 2021	Expense
65.0.15	Terminal	\$180,000	September 30, 2021	Expense
65.0.16	Terminal	\$180,000	September 30, 2021	Expense
65.0.17	Terminal	\$180,000	September 30, 2021	Expense
65.0.18	Terminal	\$270,000	September 30, 2021	Expense
65.0.19	Terminal	\$270,000	September 30, 2021	Expense
65.0.20	Terminal	\$630,000	September 30, 2021	Expense
<b>Total</b>		\$12,032,500		

**Fee Bearing Milestones**

65.0.01 Complete fabrication and delivery of the remaining equipment for the Immobilized Low-Activity Waste transporter system by March 31, 2021. The contractor shall earn \$270,000 fee upon completion.

Workscope/Completion Criteria

Complete fabrication and delivery of the remaining Immobilized Low-Activity Waste transporter equipment to include additional pallets necessary for a cumulative total of 43 pallets. All procured and/or fabricated material and equipment must be received through green-tag acceptance.

Completion Document

Letter transmitting the performance expectation completion notice and documentation of the receipt and green-tag acceptance of the procured and/or fabricated item(s).

- 65.0.02 Complete installation and turnover of the Effluent Treatment Facility ultraviolet/oxidation system upgrades by September 30, 2021. The contractor shall earn \$787,500 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the Effluent Treatment Facility ultraviolet/oxidation system upgrades to operations.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.03 Complete installation and turnover of the Effluent Treatment Facility monitor control system upgrades by September 30, 2021. The contractor shall earn \$945,000 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the Effluent Treatment Facility (ETF) monitor control system (MCS) upgrades to include the main treatment train, secondary treatment train, and utility train local control units (LCU) 17 and 15. Completion criteria shall include installation and turnover of the ETF MCS simulator.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page(s) approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.04 Complete mobilization and site preparations for construction of the Liquid Effluent Retention Facility Basin 41 by September 30, 2021. The contractor shall earn \$787,500 fee upon completion.

Workscope/Completion Criteria

Complete mobilization and site preparations for construction of the Liquid Effluent Retention Facility Basin 41 to include the following:

- Mobilization and setup of two construction support trailers at the Liquid Effluent Retention Facility (LERF)

- Complete setup of the soil/bentonite mix-plant
- Complete soil stockpiling
- Complete excavation and concrete forms for the first catch basin concrete placement
- Complete subgrade work to include gravel removal and installation/compaction of fill

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page documenting completion of mobilization and site preparations , and, where applicable, a copy of the CCD.

- 65.0.05 Complete replacement of the Liquid Effluent Retention Facility Basin 44 cover by September 30, 2021. The contractor shall earn \$2,700,000 fee upon completion.

Workscope/Completion Criteria

Complete replacement of the Liquid Effluent Retention Facility Basin 44 cover.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.06 Complete ultrasonic testing and air slot visual inspections of the first of three double-shell tanks by March 31, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing and a refractory air slot visual inspection of the first of three double-shell tanks. The ultrasonic testing shall include, at a minimum, the primary walls of the annulus and the floor of the annulus. Completion criteria shall include the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.07 Complete ultrasonic testing and air slot visual inspections of the second of three double-shell tanks by June 30, 2021. The contractor shall earn \$180,000 fee upon completion.



Workscope/Completion Criteria

Perform ultrasonic testing and a refractory air slot visual inspection of the second of three double-shell tanks. The ultrasonic testing shall include, at a minimum, the primary walls of the annulus and the floor of the annulus. Completion criteria shall include the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.08 Complete ultrasonic testing and air slot visual inspections of the third of three double-shell tanks by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing and a refractory air slot visual inspection of the third of three double-shell tanks. The ultrasonic testing shall include, at a minimum, the primary walls of the annulus and the floor of the annulus. Completion criteria shall include the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.09 Complete one double-shell tank core sampling evolution by June 30, 2021. The contractor shall earn \$270,000 fee upon completion.

Workscope/Completion Criteria

Complete one double-shell tank core sampling evolution to support the tank integrity program, as described in the applicable Tank Sampling and Analysis Plan. At a minimum, the Tank Sampling and Analysis Plan shall identify the type of sample, the technical need for sampling activity, the location of samples, and the sampling requirements

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the sample

chain of custody, and a copy of the sampling datasheet.

- 65.0.10 Complete installation of the 242-A Evaporator documented safety analysis system upgrades by September 30, 2021. The contractor shall earn \$787,500 fee upon completion.

Workscope/Completion Criteria

Complete installation of the 242-A documented safety analysis system upgrades.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.11 Complete installation and turnover of the Tank 241-AW-102 feed pump replacement by September 30, 2021. The contractor shall earn \$405,000 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the Tank 241-AW-102 feed pump replacement.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.12 Complete fabrication and field preparations for the 242-A Evaporator slurry and feed line replacement project by September 30, 2021. The contractor shall earn \$2,025,000 fee upon completion.

Workscope/Completion Criteria

Complete fabrication and delivery of the 242-A Evaporator slurry and feed line replacement pipe-in-pipe spools received through green-tag acceptance; fabrication and delivery of the cover plates for the AW-02A, AW-02E, and AW-B valve pits received through green-tag acceptance; and jumper removal, nozzle installation, and laser scanning at the following locations:

- AW-02A valve pit
- AW-02E valve pit
- AW-B valve pit
- 242-A Evaporator pump room.

Completion criteria shall include the receipt of the final reports documenting the laser scan results.

Completion Document

Letter transmitting the performance expectation completion notice, documentation of the receipt and green-tag acceptance of the procured and/or fabricated item(s), a copy of the final report(s) documenting the laser scan results, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

65.0.13 Deleted Mod 616

65.0.14 Complete the double-shell tank repair proof-of-concept demonstration(s) by September 30, 2021. The contractor shall earn \$805,000 fee upon completion.

Workscope/Completion Criteria

Complete the double-shell tank repair proof-of-concept demonstration(s) to include demonstration of a potential grout sealant formulation and cold spray repair using commercially available equipment. Completion criteria shall include the final report(s) summarizing the demonstration results released through Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the final report(s) summarizing the demonstration results released through the Smart Plant Foundation.

65.0.15 Complete ultrasonic testing of double-shell tank 241-AP-106 by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing of double-shell tank 241-AP-106 to include, at a minimum, one vertical wall scan and two vertical weld scans. Completion criteria shall include the final report summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report summarizing the inspection results released through the Smart Plant Foundation.

65.0.16 Complete ultrasonic testing and air slot visual inspection of double-shell tank 241-AZ-102 by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing of double-shell tank 241-AZ-102 to include, at a minimum, four liquid-air interface (LAI) scans and refractory air slot visual inspection. Completion criteria shall include the final report summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.17 Complete ultrasonic testing and air slot visual inspection of double-shell tank 241-AY-101 by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing of double-shell tank 241-AY-101 to include, at a minimum, four LAI scans, the floor of the annulus following deployment and operation of the annulus floor cleaning system, and refractory air slot visual inspection. Completion criteria shall include the final report summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.18 Complete site preparations for the 222-S office complex building by September 30, 2021. The contractor shall earn \$270,000 fee upon completion.

Workscope/Completion Criteria

Complete site preparations for the 222-S office complex building to include site preparation field activities; installation of electrical, sewer and water lines, and telecommunications; installation of the vault for the lift station, and installation of the storm drain dry well.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.19 Complete construction of the 2274-HV Multi-Craft Maintenance Facility to the point of having the facility dried-in by September 30, 2021. The contractor shall earn \$270,000 fee upon completion.

Workscope/Completion Criteria

Complete construction of the 2274-HV Multi-Craft Maintenance Facility to the point of having the facility dried-in to include completion of the building envelope and installation of the windows, exterior man doors, and overhead doors with the exception of security hardware.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page demonstrating completion of the dried-in facility construction, and, where applicable, a copy of the CCD.

- 65.0.20 Complete waste feed qualification activities of Tank 241-AP-107 for the first Direct-Feed Low-Activity Waste feed campaign by September 30, 2021. The contractor shall earn \$630,000 fee upon completion.

Workscope/Completion Criteria

Complete waste feed qualification activities of Tank 241-AP-107 for the first Direct-Feed Low-Activity Waste feed campaign to include the following:

- Complete the Tank-Side Cesium Removal (TSCR) process control plan and release through Smart Plant Foundation
- Complete waste compatibility assessments and release through Smart Plant Foundation for the following:
  - Waste transfer from Tank AP-107 through the TSCR system to Tank 241-AP-106
  - Waste transfer from the TSCR system to Tank 241-AP-108
- Complete the integrated Direct-Feed Low-Activity Waste (DFLAW) feed qualification program description and release through Smart Plant Foundation
- Complete the DFLAW feed qualification package and release through Smart Plant Foundation

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the TSCR process control plan released through Smart Plant Foundation, a copy of the waste compatibility assessments released through Smart Plant Foundation, a copy of the integrated DFLAW feed qualification program description released through Smart Plant Foundation, and a copy of the DFLAW feed qualification package released through Smart Plant Foundation.

**PBI-66.0, Waste Treatment and Immobilization Plant Transition Support**

Table 6. Waste Treatment and Immobilization Plant Transition Support Performance Based Incentives.

<b>Milestone</b>	<b>Method</b>	<b>Fee Value</b>	<b>Due Date</b>	<b>Fund Type</b>
66.0.01	Terminal	\$180,000	June 30, 2021	ORP-0070
66.0.02	Terminal	\$180,000	September 30, 2021	ORP-0070
66.0.03	Terminal	\$180,000	September 30, 2021	ORP-0070
66.0.04	Terminal	\$180,000	September 30, 2021	ORP-0070
<b>Total</b>		\$720,000		

**Fee Bearing Milestones**

- 66.0.01 Complete placement of the Low-Activity Waste Melter Assembly Storage Facility East Pad by June 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Complete placement of the Low-Activity Waste Melter Assembly Storage Facility East Pad to include pouring of the pad, removal of forms, and completion of backfill.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the notification of construction completion of the pad, and a copy of the photograph(s) demonstrating completion of the pad in accordance with the completion criteria.

- 66.0.02 Complete installation of the Low-Activity Waste Melter Assembly Storage Facility overhead crane by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Complete installation of the Low-Activity Waste Melter Assembly Storage Facility overhead crane to include completion of the crane load test.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the notification of construction completion for installation of the crane, a copy of the crane load test report, and a copy of the photograph(s) demonstrating completion of the installation of the crane in accordance with the completion criteria.

- 66.0.03 Complete technical procurement package for the castable drying system for the Low-Activity Waste Melter(s) by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Complete technical procurement package to include 100% design, design specifications, and data sheets for the Low-Activity Waste Melter(s) castable drying system to include all comments dispositioned, approval, and release through Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice and a matrix identifying the technical procurement package approved through Smart Plant Foundation.

- 66.0.04 Complete fabrication of the cooling panels for the spare Low-Activity Waste Melter(s) by September 30, 2021. The contractor shall earn \$180,000 fee upon completion.

Workscope/Completion Criteria

Complete fabrication of the cooling panels for the spare Low-Activity Waste Melter(s) to include submittal of the Quality Surveillance Report demonstrating completion of fabrication and readiness to ship.

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the Quality Surveillance Report released through Smart Plant Foundation.

### SUBJECTIVE AWARD FEE

The subjective award-fee pool will be evaluated by performance monitors in accordance with DOE-PRO-AM-50472, *Cost Plus Award Fee Administration*, and the criteria outlined in this PEMP. Upon completion of the PEP, ORP will evaluate the contractor's performance against the subjective award-fee criteria and will assign adjectival ratings for each SEA which will be used to determine the subjective award fee to be earned for the PEP.

The subjective award-fee dollars earned will be the product of the subjective award fee available and the percent of subjective award fee to be earned, as determined by the FDO, in accordance with the ranges and criteria prescribed in Table 16-1 of FAR 16.401, below.

#### FAR 16.401, "General" Table 16-1

##### ADJECTIVAL RATINGS & APPLICABLE PERCENTAGES FOR FEE EARNED

Award-Fee Adjectival Rating	Award-Fee Pool Available To Be Earned	Description
Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

While specific subjective evaluation-criterion have been noted, ORP may evaluate the contractor on its overall performance and compliance with contract terms and conditions, as well as applicable standards and requirements, which could result in additional adjustments to the overall rating of the total subjective award fee at the discretion of the FDO. The overall evaluation of the contractor's performance will take into consideration the responsiveness to, and management of, performance and assessment areas needing attention, as identified by contractor self-assessments, ORP assessments, and external reviews throughout the PEP.



Table 7. Subjective Award-Fee Special Emphasis Areas.

<b>Special Emphasis Area</b>	<b>Value</b>
Management of Hanford Tank Farms and Business Operations	\$7,304,670
Conduct of Operations, Engineering, Maintenance, and Nuclear Safety	\$6,391,586
Environment, Safety, Health, and Quality	\$4,565,418
<b>Total Subjective Award-Fee Pool</b>	<b>\$18,261,674</b>

FY = fiscal year.

### **SUBJECTIVE AWARD-FEE EVALUATION CRITERIA**

In any emphasis area, the contractor will be evaluated on its ability to maintain safe and compliant operations in accordance with regulatory and contractual requirements. Consideration of the contractor's performance will include effective management at all levels, overall or specific risk reductions, and contractor efficiencies (responsiveness, reduced costs, etc.) created or generated in the conduct of work.

Furthermore, the contractor will be evaluated on its ability to identify and implement continuous improvement opportunities to overcome inefficiencies and actively identify repeatable opportunities for improvement in other programs and/or projects. Efforts should include collaboration with other organizations and DOE contractors to share applicable lessons learned, innovative solutions, potential cost saving initiatives, improvements, and efficiencies. The contractor should work proactively with the ORP Hanford Office of Communications to support enhanced communications and collaboration with all key stakeholders and other Hanford contractors. Furthermore, the contractor is expected to demonstrate proactive communication with corporate officials and parent companies to identify project issues early and resolve.

The contractor is expected to utilize critical self-assessments and meaningful performance indicators to monitor program health and performance against program goals and/or requirements. Additionally, contractor evaluations will include the timely notification and resolution of non-compliances and/or other external-identified, contractor-identified, and self-revealing issues, as well as the effectiveness of the contractor's corrective actions in any program.

To be minimally acceptable, all of the contractor's formal products required by contract, DOE order, regulation, procedure, plan, or DOE written direction shall be complete, accurate, and on schedule.

## **SEA 1 - Management of Hanford Tank Farms and Business Operations**

### **Management of Hanford Tank Farms**

- Manage, safely and compliantly, the Hanford Tank Farms to treat tank waste, close Hanford tanks, and support the Direct-Feed Low-Activity Waste (DFLAW) mission through demonstrated safety leadership and risk-informed, conservative decision-making to maintain the integrity and readiness of the tank farms and ancillary facilities for DFLAW.
- Support the DFLAW program through effective management of physical and data interfaces between projects, resolution of technical and operational gaps that may impact DFLAW operations, and submittal of quality team products that are fully developed and supported by clear and sound basis.
- Enhance communications, teamwork, and trust between DFLAW program partners to unify all aspects of the integrated DFLAW program while effectively coordinating DFLAW projects to ensure competing and/or unaligned priorities are identified and resolved between contractors and/or are elevated through the DFLAW program. Effectively manage, schedule, and track interfaces between projects so that the integrated DFLAW program is completed successfully and that the DFLAW portfolio of projects operate as an integrated system without gaps or conflicts at the project and/or contractor interfaces. Ensure solutions brought to DOE are timely and represent best value outcomes, products are fully developed with specific actions and vetted recommendation as necessary, and that resulting actions are tracked to closure.
- Maintain integrity and readiness through routine testing and inspection of the tank farms and ancillary facilities, including, but not limited to, single-shell tanks, double-shell tanks, the waste transfer system, and mission critical facilities (i.e., the 242-A Evaporator, the Liquid Waste Processing Facility, etc.). Testing and inspection methods include, but are not limited to, camera visual inspection, pneumatic and hydrostatic pressure testing, and non-destructive examination via ultrasonic testing and/or other means. Where deficiencies and/or degradation are identified, the contractor will be evaluated on its responsiveness and management efforts to correct the occurrence and/or mitigate associated risks.

### **Business Operations**

- Maintain a compliant and effective integrated Earned Value Management System from which cost and schedule performance can be evaluated. Favorable and/or unfavorable cost and schedule performance shall be communicated to ORP to include, at a minimum, a variance analysis containing the issue, cause, impact, mitigation strategy, and/or corrective action, etc. The contractor will also be evaluated on other objective and/or subjective elements related to cost and schedule performance to include, but are not limited to, critical path and float analysis, identification of cost and schedule savings, and schedule health metrics. Additionally, the contractor will be evaluated on its efforts to support development of the integrated Hanford Life-Cycle Cleanup Baseline.
- Identify project and program risks, triggers, and handling actions, including the

effectiveness of risk program management and the use of the Enterprise Risk and Opportunity Management System. Risk registers shall be updated regularly and in a timely manner to include new risks and/or opportunities, realization of risks, impacts, and effectiveness of handling actions. The contractor will be evaluated on proactive measures taken to identify and mitigate project risks.

- Maintain a compliant estimating system with respect to the U.S. Government Accountability Office's 12-step cost estimating processes and best practices. The estimating system and the processes shall be reviewed for accuracy of estimates and to determine if process changes or improvements are needed.
- Demonstrate effective subcontract management, including award of subcontracts as scheduled, and inclusion of all requirements, subcontractor audits, and subcontract administration. The contractor will monitor subcontractor performance to ensure compliance with all requirements, including small business subcontracting plans, the *Buy American Act*, and applicable labor statutes.
- Demonstrate effective use of domestic suppliers of personal protective equipment and achieving on-time delivery of personal protective equipment.
- Provide justification of contract change proposals and requests for equitable adjustment. The contractor will be evaluated on the contractor's quality of, and/or responsiveness to, requests for rough order of magnitude estimates and schedules, Requests for Proposal, and contract change proposals.
- Support integration with the Waste Treatment and Immobilization Plant through system planning and modeling focusing on long-term River Protection Project mission planning, including TPA milestones, and evaluation of near-term opportunities to accelerate and/or enhance mission objectives. This includes timely issuance of baseline planning basis, near-term planning basis, additional evaluation(s) of near-term and long-term opportunities, and maintenance of the primary modeling tool.
- The contractor will be evaluated on its performance toward achieving and/or maintaining schedule progress on TPA milestones, consent decree milestones, and other critical milestones to support the mission.

### **Contract Transition**

- Conduct transition of the Hanford 222-S Laboratory work to the new Hanford Laboratory Management and Integration (HLMI) contractor that maintains continuity of operations and avoids and/or minimizes disruptions to accomplishing the ORP mission.
- Engage with the HLMI contractor upon award and the Notice to Proceed with transition to include weekly transition meetings with ORP and the HLMI contractor. The evaluation will include, but is not limited to, adherence with the contract transition plan and the contractor efforts to facilitate a smooth transition to the HLMI contractor to perform due diligence of the facilities, equipment, and processes being transferred.
- Complete formal transfer of all equipment and waste inventories, procurement and

interface agreements, subcontracts, permits, licenses, policies, plans, procedures, design and engineering media, schedules, project controls tools, risk management records, training and workforce records, and corrective action systems. (This list is not all-inclusive.)

- Prepare transition completion criteria that documents transition verification checklists between ORP, the contractor, and the HLMI contractor that confirms all transition activities are completed to the satisfaction of each party. Following transition, the contractor shall deliver a signed transfer agreement between the contractor and the HLMI contractor to support ORP approval of the Declaration of Readiness to execute the contract.

## **SEA 2 - Conduct of Operations, Engineering, Maintenance, and Nuclear Safety**

### **Conduct of Operations**

- Maintain and implement a Conduct of Operations program in accordance with DOE O 422.1, *Conduct of Operations*, consisting of formal documentation, practices, and actions for implementing disciplined and structured operations that support mission success and promote worker, public, and environmental protection.
- Identify and implement continuous improvement initiatives that enhance safety, performance, work efficiency, and minimize the likelihood and consequences of human fallibility or technical and organizational system failures. The contractor's evaluation will include the application of appropriate work control measures in the planning and execution of workscope.

### **Conduct of Engineering and Maintenance**

- Maintain configuration control / management of systems, manage system and equipment obsolescence, and utilize information from operations research modeling. Evaluate and communicate facility and system health and performance regularly to identify and correct deficiencies and seek potential improvements.
- Support sustainable and reliable operations and maintenance of tank farm facilities through active participation in system engineering and reliability engineering programs. Maintain coordination between maintenance, operations, and engineering to collect and monitor data related to equipment performance, degradation and failure, and/or maintenance to identify opportunities to improve system and/or equipment reliability. The contractor's evaluation will include the effectiveness of maintenance programs, management of overdue and delinquent preventative maintenance tasks, condition of safety equipment, and the effect of aging equipment and components on system health.
- Develop and implement innovative solutions/technologies to improve safety, as low as reasonably achievable performance, cybersecurity, and work efficiencies. Evaluation of the contractor's performance will include the contractor's ability to demonstrate the effectiveness of implemented innovative solutions/technologies.

### **Nuclear Safety**

- Maintain a nuclear safety program compliant with 10 CFR 830, "Nuclear Safety Management," to include an effective unreviewed safety-question process in accordance with DOE G 424.1-1B, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*, to identify and evaluate hazards. Should an inadequacy occur, the contractor will be evaluated on its ability to provide timely declaration and management of Potential Inadequacies in the Safety Analysis.
- Develop Documented Safety Analysis amendments proactively to identify and resolve challenges to the safety basis review and implementation of proposed changes prior to transmittal to ORP for approval. The Contractor's evaluation will include performance in the completion of planned improvements identified in HNF-14755, *242-A Evaporator*

*Documented Safety Analysis, and RPP-13033, Tank Farms Documented Safety Analysis.*

### **SEA 3 – Environment, Safety, Health, and Quality**

#### **Environmental**

- Maintain compliance with environmental and regulatory requirements, manage regulatory interfaces, and coordinate permitting actions to include adequate time for DOE and regulatory review.
- Identify and implement innovative and proactive measures to the management of permitting actions to ensure approved permits and/or permit modifications are obtained in a timely manner to mitigate schedule risk.
- Provide timely and accurate input to Hanford Site environmental reports and sitewide compliance initiatives. The contractor's efforts shall include facilitation of timely and quality responses to inspections that are well coordinated between facility operations and DOE to maintain consistent communications with regulatory interfaces.

#### **Safety Program Implementation**

- Maintain and demonstrate safety program compliance with contract requirements, applicable standards, and regulations to ensure worker safety. Safety programs include, but are not limited to, industrial safety; industrial health, including beryllium; Radiological Control; emergency preparedness; and various safety culture programs. The contractor will be evaluated on the demonstrated effectiveness of its safety programs to promote a safety conscious work environment and culture in which employees feel free to raise safety concerns to management and/or regulators without fear of retaliation. This includes the fostering a culture that rewards proactive self-identification and the reporting of issues, including systemic weaknesses, and promotes a bias for action to resolve system weakness and issues leading to sustained continuous improvement.
- Strengthen safety program performance through demonstrated initiatives in work planning, training of staff, safety oversight of work, demonstrated integration among worker protection disciplines, and, where applicable, maintenance of job-specific work-exposure goals.

#### **Quality Assurance**

- Demonstrate improvements, optimization, and effective implementation of a quality assurance program and graded approach to quality that are compliant with contractually imposed standards and integrated throughout all supporting program plans and procedures. This includes the establishment of controls governing the acceptance and use of government-furnished software and software acquired from other Hanford contractors.
- Plan, schedule, and perform effective and rigorous quality assurance surveillances, assessments, and audits consistent with the contractor's graded approach to quality, including bias-based coverage for higher consequence processes and activities.
- Develop and implement enhanced procurement controls to ensure that subcontractors/suppliers are appropriately qualified for the scope of work to ensure that

services and/or delivered items are acceptable when first received from the subcontractor/supplier.



## ATTACHMENT 1

### PERFORMANCE EVALUATION AND MEASUREMENT PLAN CHANGE REQUEST

1. Initiator of Change Request:		2. Office Symbol:	3. Phone No:
4. Current Version of PEMP:	a. Revision No:	b. Change No:	5. Date of Request:
6. Reason for Request:			
7. Authority for Change: <div style="display: flex; justify-content: space-between;"> <div> a. Technical Direction Letter <input type="checkbox"/>  b. Contracting Officer Letter <input type="checkbox"/>  c. Baseline Change Proposal <input type="checkbox"/>  d. Other <input type="checkbox"/> </div> <div>e. Explain reason for change here, if necessary: (required for Other)</div> </div>			
8. Section No. in PEMP of Change:			
9. Exact Wording: (rewrite the section with changes identified)			
10. Request Disposition: <div style="display: flex; justify-content: space-between;"> <div> a. Accepted, Change Implemented <input type="checkbox"/>  b. Accepted with Changes <input type="checkbox"/>  c. Rejected <input type="checkbox"/>  d. Other <input type="checkbox"/> </div> <div>11. Comments: (including changes made, rejection reason, or other)</div> </div>			
12. Approved By:	13. Effective Date:	14. New PEMP Rev No/Change No.:	
		a. Rev No:	b. Change No.: